



Alaska Industrial Development and Export Authority
(AIDEA or the Authority)

**IMPORTANT NOTICE FOR
REQUEST FOR PROPOSALS (RFP)
AIDEA- 15064**

Economist and Ancillary Services

IMPORTANT

Interested firms shall register online to receive addenda and other information at <http://www.aideaaeaprocmement.org/>

The Authorities may provide periodic e-mail notices regarding addenda or clarifications regarding this solicitation to those companies who reply.

All addenda and other notices will be posted and available at <http://www.aidea.org/> "Quick Links" Procurement Opportunities.

Althea Clapp, Senior Contracting Officer
813 West Northern Lights Boulevard
Anchorage, AK 99503
FAX: (907) 771-3044
Phone: (907) 771-3018
E-mail: aclapp@aidea.org

RFP ISSUE DATE: November 4, 2014

**SECTION 1
INTRODUCTION AND INSTRUCTIONS**

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit **4 copies** and **1 electronic copy in PDF or MS Word format on a CD or USB drive** to the Issuing Office, in a sealed envelope(s) clearly labeled and marked as a proposal in a manner noted below to avoid premature opening by staff:

From: Offeror's Return Address

To: ATTN: Althea Clapp
 Alaska Industrial Development and Export Authority
 813 West Northern Lights Blvd., Anchorage, AK 99503
 TITLE: RFP 15064 AIDEA Economist Services
 DUE: November 25, 2014 - 2:00 p.m. Alaska Time

Proposals shall be received in accordance with this article at AIDEA office, **no later than 2:00 p.m., Alaska Standard Time**, November 25, 2014. Failure to meet the deadline will result in disqualification of the proposal without review.

Contact Information: Althea S. Clapp, Sr. Contracting Officer
AIDEA, 813 W Northern Lights Boulevard, Anchorage, AK 99503
Telephone 907-771-3018; E-Mail aclapp@aidea.org

1.02 Contract Term

The initial period of performance is 2-years, with AIDEA's sole option to renew the contract for 3-additional 1-year renewal options.

AIDEA may authorize in writing any holding over of the contract, excluding any exercised renewal options, on a month-to-month extension, and all other terms and conditions shall remain in full force and in effect. Either party may cancel the holdover upon 30-day written notice of the other party.

1.03 Purpose of the RFP

The purpose of this RFP is to award two or more multi-year term contracts to provide the AIDEA access to economists and economic analysis firms who can assist AIDEA in doing economic due diligence, economic impact assessments, and feasibility analysis, for a broad range of potential loan, project financing, development, or investment projects AIDEA may be involved with over the next 5-years.

AIDEA has determined it needs to establish multi-year term contracts for the purposes of:

Acquiring access to qualified and available economist that may have a broad range of expertise that may not be available in one company. Providing for price competition on individual projects among qualified Contractors where there is a need for quick turnaround, but the potential costs of the project may exceed \$50,000.

Providing for alternative resources in the event a selected term Contractor has a conflict of interest because of a working relationship with a project proponent or other interested party. Providing for peer

review of work products that may be completed by another Contractor under contract.

Addressing multiple projects simultaneously without over taxing the resources of a single contractor. Allowing for a quick turnaround on projects where a contractor may have a unique or specific understanding of the work required and the ability to respond quickly is critical to the potential success of AIDEA participation in the project.

1.04 Budget

The budget for economist and related services is estimated at a range of \$75,000 to \$100,000 annually subject to what is anticipated to be mainly project funding availability. Overall contract is expected not to exceed \$500,000.

All amount are estimated and AIDEA makes no guarantee as to any minimum amounts of work, and may choose to do some of the work with its own staff, or use other Contractors if it is determined to be in the best interests of AIDEA.

1.05 Location of Work

AIDEA's headquarters is located within Anchorage, Alaska. Work may require travel to rural Alaska.

AIDEA will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

1.07 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

1.08 Required Review

Offerors must carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the Procurement Manager at the issuing office in writing and received prior to the deadline for receipt of proposals. This will allow sufficient time for the Procurement Manager to issue an amendment, if one is required; and it will help prevent the evaluation of proposals based on a defective RFP. Protests based on an omission, error, or the content of the RFP, will be disallowed if notice of the defect is not made as set out above.

Applicability of protest procedures, will be handled in accordance with 3 AAC 100.570. If a potential Offeror wishes to protest the alleged improprieties or ambiguities in this RFP, the protest must be received by the Procurement Manager in writing on or before Ten days prior to the opening date. Protests based on alleged improprieties or ambiguities in the RFP, will be disallowed if notice of the defect is not made as set out above.

1.09 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be addressed to the Procurement Manager. Two types of questions generally arise. One may be answered over the telephone by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Manager will make that decision. The interested party must confirm telephone conversations that involve complex questions by following up in writing.

1.10 Addendum

If an Addenda and other notices are issued they will be posted and available on AIDEA's website at: <http://www.aideaeaprocurement.org/Admin>

No oral change or interpretation of any provision contained in this RFP made by any employee or representative of AIDEA at any time during the solicitation process should be construed by an Offeror as either an addition or change to the RFP. Written addenda will be issued when changes, clarifications, or amendments to this RFP are deemed necessary by the Contracting Officer.

An interested Offeror may request modifications to the scope, specifications, deadlines, or administrative requirements. Final acceptance or denial of any request is the decision of the Procurement Manager. Failure of the Procurement Manager to respond in writing to a request for addenda to the RFP shall be considered a rejection of the request.

It is the Offeror's responsibility to assure they have received and reviewed all addenda and notices related to the RFP. Proposals that fail to address material requirements in any addenda may be rejected as non-responsive.

1.11 Alternate Proposals

Offerors may only submit one (1) proposal for evaluation. Alternate proposals, proposals that offer something different from the scope of services herein shall be declared non-responsive.

1.12 Right of Rejection

Offerors must comply with all of the terms of the RFP, with 3 AAC 100, AIDEA's Procurement Regulations, and all applicable local, state, and federal laws, codes, and regulations.

The Procurement Manager, based on recommendations of the Evaluation Committee, may reject any proposals that do not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Procurement Manager may waive minor informalities which, do not affect responsiveness; are merely a matter of form or format; do not change the relative standing or otherwise prejudice other offers; do not change the meaning or scope of the RFP; are trivial, negligible, or immaterial in nature; do not reflect a material change in the work; and/or, do not constitute a substantial reservation against a requirement or provision.

AIDEA reserves the right to reject all proposals if it is determined that award would not be in the best interest of AIDEA in accordance with 3 AAC 100.180. If all proposals are rejected, they will be returned in accordance with 3 AAC 100.190.

1.13 State Not Responsible for Preparation Costs

AIDEA will not pay any cost associated with the preparation, submittal, or presentation of any proposal.

1.14 Disclosure of Proposal Contents

All proposals and related documents submitted in response to this RFP are considered public documents and subject to 3 AAC 100.360.

3 AAC 100.360(d) requires the Procurement Manager open proposals so as to avoid disclosure of contents to competing Offerors during the process of negotiations. All proposal information will be kept confidential until the Notice of Intent to Award is issued.

3 AAC 100.360(e) provides to the extent the Offeror designates and the Procurement Manager concurs, trade secrets and other proprietary data contained in proposals may be considered confidential. Any information and documents the Offeror considers is proprietary or a trade secret must be clearly marked "Confidential" in the proposal and include a brief statement as to the need for confidentiality. AIDEA will follow the process identified under 7.1.2, in reviewing any request-for-information to be considered confidential.

Offerors are advised that, it is AIDEA's position that the cost information provided in response to this solicitation is not considered proprietary and AIDEA will not sign any Offeror's non-disclosure agreement.

The contract files will include a copy of each proposal submitted and will be open to reasonable inspection by the public. (Ref 3 AAC 100.700) Information that the Procurement Manager concurs is confidential will be kept in a sealed envelope with the contract file.

All proposals and ancillary documentation submitted become the property of AIDEA. They may be returned to Offerors at AIDEA's option.

AIDEA will keep one (1) copy of each proposal submitted a minimum of two-years. The successful proposal will be kept on file for the duration of the contract plus seven-years.

1.15 Subcontractors

The Offerors may subcontract portions of the project tasks. Offerors will be required to submit the names and addresses of all subcontractors and the type and percentage of work they will be providing.

The successful contractor must supply proof of appropriate subcontractors' Alaska business licenses for those businesses that will be doing work inside Alaska, within a reasonable time, after the Notice of Intent to Award is issued according to 3 AAC 100.310.

1.16 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

1.17 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) with programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.18 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Executive Director of AIDEA reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. AIDEA's Executive Director's determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

At reasonable times, AIDEA may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the AIDEA makes such an inspection, the contractor must provide reasonable assistance.

1.20 Solicitation Advertising

Public notice has been provided in accordance with 3 AAC 100.150.

1.21 News Releases

News releases related to this RFP will not be made without prior approval of the project director.

1.22 Assignment

The Contractor may not assign or novate any portion of the contract without prior written approval from AIDEA's Contracting Officer.

1.23 Disputes

Any contract dispute associated with this RFP or the contract will be resolved in accordance with AIDEA's Procurement Code and Regulations 3 AAC 100.

1.24 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**SECTION 2
STANDARD PROPOSAL INFORMATION**

2.1 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

2.2 Pre-proposal Conference

None.

2.3 Site Inspection

None.

2.4 Addenda to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the AIDEA's request in accordance with 3 AAC 100.

2.5 Supplemental Terms and Conditions

Proposals must comply with Section 1.12 Right of Rejection. However, if the AIDEA fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if AIDEA's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.6 Clarification of Offers

AIDEA's Contracting Officer shall answer contractual, technical or procedural questions regarding this RFP. All questions, that require clarification or interpretation of this RFP, which cannot be answered by careful review of the document, must be received in writing at the issuing office address on or before the 4:00 PM Local Time ten (10) days prior to the opening date. The Procurement Manager will respond in writing to questions, which cannot be answered by directing the Offeror to the appropriate section of the RFP; and copies of written responses to questions will be made available to all parties that receive the RFP.

Questions and/or correspondence concerning protest of the intent to award of a contract (See Section 2.24) shall be addressed to:

Althea Clapp, Sr. Contracting Officer
Alaska Industrial Development and Export Authority

813 West Northern Lights Blvd., Anchorage, AK 99503
Phone (907) 771-3951
Email aclapp@aidea.org

2.7 Discussions with Offerors

AIDEA may conduct discussions with offerors. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

2.8 Minimum Contractor Qualifications

Offeror's who are interested in responding to this solicitation must demonstrate in their proposal they meet the following minimum requirements:

1. Offeror has a current Alaska business license;
2. Minimum of five (5) years of experience in providing public relation type services to public entities, rural Alaska experience is desired;
3. Submit a proposal as requested in Section 6 of this solicitation.

Proposals that fail to demonstrate meeting these requirements may be determined as non-responsive

2.9 Evaluation of Proposals

All responsive proposals received will be reviewed and evaluated by a committee made up of AIDEA's representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated Procurement Manager and two Authority employees in accordance with 3 AAC 100.370. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other member. The evaluation will be based on the evaluation factors set out in this RFP.

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the AIDEA's request; required to set firm up as a Vendor in AIDEA's Accounting System.

2.11 F.O.B. Point

All goods purchased through this contract will be F.O.B. AIDEA's Headquarters Anchorage Alaska; unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

2.12 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

2.13 Contract Negotiation

Upon completion of the evaluation process, contract negotiations will commence in accordance with 3 AAC 100.410. AIDEA shall conduct Contract negotiations at AIDEA's Office Building, 813 West Northern Lights Blvd., Anchorage, Alaska, or by teleconference.

2.14 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

AIDEA may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.15 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.16 Protest After Award

In accordance with 3 AAC 100.570, an interested party may protest an award of contract or the proposed award of a contract, or a solicitation by an agency. The protest shall be received in writing at the address below within ten (10) calendar days after the Notice of Intent to Award is issued.

Tom Erickson, Chief Procurement Officer
Alaska Industrial Development and Export Authority
813 West Northern Lights
Anchorage, AK 99503

The protest must include the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or the protester's representative;
3. Identification of the contracting agency and the solicitation or contract at issue;
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. The form of relief requested.

Protests filed by e-mail without a signature are not acceptable. Fax copies of the protest containing a signature or scanned e-mail attachments with a signature are acceptable.

AIDEA shall notify Offerors of receipt of a protest. Review of protests, decisions of the Procurement Manager, hearings and appeals shall be conducted in accordance with 3 AAC 100.570.

SECTION 3 STANDARD CONTRACT INFORMATION

3.1 Contract Type

Contract(s) awarded through this RFP shall be non-guaranteed term contract. The initial term of the contract is two (2) years from contract award, with 3 additional 1-year renewal options. The total dollar amount of said contract is estimated not-to-exceed \$500,000.

AIDEA makes no guarantee as to the amount of work that will be available during the life of the contract. Work shall be requested from the contractor on an as needed basis using AIDEA's Notice to Proceed (NTP) process outlined within this RFP. Extensions to previously authorized NTP(s) may be granted by AIDEA to ensure authorized work is satisfactorily completed; however, no new work (no new NTPs) may be assigned or undertaken past the life of the contract. AIDEA reserves the right to assign NTP's issued under an expiring contract to a new contract provide the new contract is to the same Contractor and the new contracts scope of services addresses the same services being provided within the NTP. AIDEA may assign the NTPs to a new contractor if it is in its best interest, or cancel the NTPs in entirety.

3.2 Contract Approval

This RFP does not, by itself, obligate AIDEA. AIDEA's obligation will commence when the contract is signed by all parties. Upon written notice to the contractor, AIDEA may set a different starting date for the contract. AIDEA will not be responsible for any work done by the contractor without an authorized NTP, even work done in good faith, if it occurs prior to the NTP start date set by AIDEA.

3.3 Standard Contract Provisions

The contractor will be required to sign and submit AIDEA's Standard Agreement Form for Professional Services Contracts (Attached herein). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.4 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.5 Additional Terms and Conditions

AIDEA reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to cost, clarification, definition, and administrative and legal requirements.

If after award of a contract:

- 1) A conflict arises between terms offered in contractor's proposal and the terms of the contract or RFP, the terms of the contract or RFP will prevail; and
- 2) AIDEA's rights would be diminished as a result of application of a contractor's supplemental term or condition included in the Contractor's proposal, the supplemental term or condition will be considered null and void.

3.6 Insurance Requirements

Refer to Appendix B of the Contract Document attached herein.

3.7 Bid Bond - Performance Bond - Surety Deposit

None.

3.8 Contract Funding

Funding is AIDEA's operating and project funding and shall be determined at the time of NTP execution.

3.9 Proposed Payment Procedures

Payments are NET30 upon receipt of authorized NTP, Contractor's invoice, and appropriate backup.

3.10 Contract Payment

All costs associated with the contract must be stated in U.S. currency. Payments may be issued by mailed check or electronic funds transfer.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Contracting Officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or Contracting Officer. Personnel changes that are not approved by AIDEA may be grounds for the state to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out by NTP. All work is subject to inspection, evaluation, and approval by the project director. AIDEA may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause for termination the contract. In this event, AIDEA may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 Termination for Default

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict AIDEA's termination rights under the contract provisions of Appendix A, attached.

3.15 Liquidated Damages

None.

3.16 Contract Changes - Unanticipated Amendments

During the course of the contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the project director has secured any required AIDEA approvals necessary for the amendment and issued a written contract amendment, approved by AIDEA.

3.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.18 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

SECTION 4 BACKGROUND INFORMATION

4.1 About AIDEA

AIDEA's mission is to promote, develop and advance economic growth and diversification in Alaska by providing various means of financing and investment. AIDEA's various programs allow it to invest in a wide variety of projects.

To substantiate its participation, AIDEA evaluates the economic feasibility and viability of projects and the economic impact they may have on the state and the surrounding region. Part of the evaluation process is determining the project's ability to:

- Raise capital
- Generate revenue;
- Meet operating and capital expenses;
- Service its debt burden
- Create jobs for local and regional economies; and
- Create new dollars in the economy.

AIDEA's performs pre-feasibility and due diligence analyses for each potential project. For a more complete understanding of AIDEA and its programs Offerors should review AIDEA's website at www.aidea.org.

4.2 Due Diligence Process

AIDEA's process for making investment decisions begins with a meeting between AIDEA staff and the project sponsors or loan applicants to discuss the project to assess the likelihood of AIDEA's involvement. If AIDEA believes that its involvement may be desirable AIDEA may proceed with a preliminary economic feasibility analysis to determine the viability of the project and can financially support its construction costs, loan or other financial commitments, and operation expenses. The Authority will undertake this analysis by using one or more independent consultants depending on the program or project. One critical objective of analysis is to assist the Authority in determining whether the project is viable.

If such preliminary analysis determines that the project is potentially viable then AIDEA will move forward conducting an economic assessment of the project, or AIDEA and the project sponsor or loan applicant may enter into a project reimbursement agreement that defines the financial and other obligations of both AIDEA and the sponsor through the due diligence process.

The economic analysis includes estimating the cost of the project, operational costs of the project, and sources of money to pay or finance these costs, including anticipated project revenues. This economic information forms the basis for a finance plan, which the Authority must prepare before it can approve for financing a development project or participation in a loan.

Working through this process may result in AIDEA deciding not to participate in a given project or it could result in further negotiations with a project sponsor. At this point AIDEA may continue to use the services of its economic consultant as well as find other consultants who can assist in negotiating the necessary agreements with the project sponsor.

It is anticipated that the Contractors selected in response to this RFP will assist AIDEA in determining the economic viability of programs or projects, financial feasibility of loan participations, and a variety of

other services related to the economics involved in AIDEA programs and projects.

More Information about AIDEA is available at www.aidea.org.

SECTION 5 SCOPE OF WORK

5.1 General Tasks

Contractor will be required to provide economic analysis, financial analysis, and other related economic advice, assistance, and recommendations in accordance with the requirements of individually negotiated Notices to Proceed. (NTPs)

Consultants may be required as a minimum, but not limited to complete the following tasks:

1. Provide economic analysis and feasibility assessments, financial analysis including but not limited to: revenue projections, and cash flow development, and write recommendations.
2. Conduct economic assessments of commercial, industrial, infrastructure or power project proposals and render an opinion of their viability and feasibility;
3. Participate in meetings with AIDEA staff and others; and provide recommendations based on established criteria.
4. Conduct peer review of other economists work.
5. Perform research.
6. Be available to conduct follow up work and make presentations to the AIDEA board.
7. Consultants may be asked to assist in proposal technical reviews as a part of the analysis.
8. Consultants may be asked to assist for a variety of economic services as needs arise.

5.2 General Deliverables

Deliverables may include but not be limited to:

1. Reports or documents that summarize and describe results
2. Developing/analyzing revenue stream proposals
3. Feasibility recommendations
4. Presentations to the Board or other Stakeholders

**SECTION 6
PROPOSAL FORMAT AND CONTENT**

AIDEA discourages unnecessarily lengthy and costly proposal preparation and therefore limiting proposals to a one (1) page cover letter; proposal may not exceed five (5) pages, exclusive of the cover letter, cost section, copies of requested documents, and resumes which will not be counted in the five pages maximum. Resumes should be kept brief and to the point. **Do not** include any covers, index tabs or other information that is not relevant.

Failure to include information and format, or failure to include all requested information may result in a lower score or disqualification of the proposal depending on the severity of the discrepancy.

If the Offeror proposes to submit confidential information it must be submitted in accordance with the instructions under section 1.14.

6.1 Introduction

Include a one page (1) Letter of Transmittal containing the complete name and address of the firm; name of the contact person for the proposal, mailing address, and telephone number; facsimile; and e-mail address, include a copy of your firm's current Alaska Business License; a statement confirming the proposal is valid for ninety (90) days from closing date for receipt of proposals; a certification, as appropriate, indicate whether your company qualifies as an Alaskan vendor; and a statement with regard to any perceived or potential conflicts of interest.

Include a title page showing:

RFP # <u>15064</u>
Firm's Name
Date of Proposal

6.2 Understanding of Services and Commitment

Include a brief discussion of your company's understanding of the services required, your company's relevant experience providing the types of services utilized under these contracts and why this work would be a good fit for you or your company. Provide a brief summary of how you believe your company meets the minimum contractor requirements listed in section 2.8. Discuss similarities and differences between working for the Authority on this project and other projects your company may have done in the past.

Include a summary of any potential problems you believe may be encountered in the performance of the contract and creative suggestions for addressing these problems. Also include your company's expectations of the Project Manager, the Authority, or other entities that may be involved in the potential projects.

Describe your company's availability to commit to this work as requested. Include other relevant work, projects, or clients your company has or may have during the period of performance which could impact your company's performance capabilities with regards to completing the Authority's work, or where your company may encounter potential conflicts in providing services for the Authority. Discuss any possible conflicts, actual or perceived that could arise during the performance of work for the Authority limiting your company's ability to complete work for the Authority.

6.3 Methodology

Briefly discuss your company's approach to conducting an economic feasibility analysis, your company's role, and what your company would see as the role of AIDEA staff, the project proponent, or other contractors that may be involved in the due diligence process. Discuss any unique approaches, models, techniques, or services you believe your company has that would assist AIDEA in its economic analysis and review of its projects or programs.

6.4 Firm Qualifications, Experience

Demonstrate experience in providing economic feasibility analysis for projects or programs similar to the services AIDEA may need. Specifically, document any experience in Alaska, infrastructure, energy, or other economic development projects your company may have been involved in and emphasize any that were subject to regulatory reviews and processes. Provide examples of no more than five projects that your company or partners have completed in the last 5 years. Include for each:

1. A brief description of the type of project, tasks, and deliverables.
2. The names of key individuals involved in the project.
3. Project schedule.
4. Client's name, their address, current telephone number, and contact person who can respond to queries concerning their experience with the Offeror's firm.

6.5 Project Manager and Key Personnel Qualifications and Experience

Include a statement of qualifications and resumes for all key personnel designated to perform work under this RFP.

The statement of qualifications should include:

- A list of key personnel in the company, their position in the company, what role they will have under this contract.
- A statement of expected availability of key personnel over the term of the contract.
- An organizational chart for the company.
- A listing of key partners or subcontractors that may be directly involved in this contract who your company routinely works with, how they relate to your company, and what their role may be in this contract.

Resumes of key personnel should be no longer than 2 pages and include:

- Education including current certifications and professional memberships;
- Work history with reference names and phone numbers; and
- A brief description of specific projects they were involved with and their role on those projects.

6.6 Cost and Pricing Schedule

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. Offerors shall complete costs for the two scenarios which are included in Section Seven herein.

Travel Expenses - Contractor's employees on travel status will be compensated for food and lodging expenses in accordance with the State of Alaska Admin Manual for Travel (AAM 60 Sections 200, 220, 240, 250, and 260). In determining M&IE Rates contractors will use the XE schedules. Links to current State of Alaska Travel policy can be found at <http://doa.alaska.gov/dof/travel/index.html> Click on AAM60 for a Page 15 of 34 direct link to the Admin Manual. A direct link to the State of Alaska Per Diem Rates as of 7/1/2011 can be found at: <http://doa.alaska.gov/dof/travel/resource/rates.pdf> .

- (1) Contractor(s) must provide fully billable hourly rates for contracted personnel; and list any subcontractors that may be working.
- (2) For the purposes of evaluating the cost portion of this RFP, Offerors shall use the following table. Although, titles may be called something different at your firm, please try and match as closely as possible.

Name	Position	Estimated hours X	Hourly Billable Rate =	Total for evaluation
	Economist	50	\$	\$
	Analysis	25	\$	\$
	Research	15	\$	\$
Total				\$

Offerors should also provide a brief discussion of any anticipated variable costs associated with this contract and recommend steps or actions the Authority and the Contractor could take to manage costs.

SECTION 7 EVALUATION CRITERIA

7.1 Evaluation Process

All proposals received will be reviewed following the processes in this section.

7.1.1 Confidentiality of the Evaluation Process

Proposals will be opened and evaluated in a manner that avoids disclosure of the contents to competing Offerors during the evaluation process and negotiations. The makeup of the evaluation team, number of responses received, and who responded will be kept confidential until contract negotiations are completed and the notice of intent to award is issued.

7.1.2 Procurement Officer Review

Proposals will initially be reviewed by the Procurement Officer for the following minimum responsiveness requirements:

1. Was the proposal received by the deadline for receipt of proposals?
2. Has the vendor submitted evidence of having a valid Alaska Business license?
3. Does the Offeror appear to demonstrate they meet the minimum experience and qualifications requirements of Section 1.2?

Proposals that fail to meet these requirements will be declared non-responsive and will not be further evaluated.

Prior to providing proposals to the evaluation committee the Procurement Officer will also review and make a determination regarding concurrence with any request for confidentially related to trade secrets or proprietary information submitted with a proposal per section 2.11. The Procurement Officer will inform the Offeror of his decision.

If the Procurement Officer does not concur that the information is proprietary or a trade secret, the Offer will have two business days from the date they are informed of the Procurement Officers decision to withdraw their request for confidentially, redact the requested confidential information from their proposal, or withdraw their proposal. Offerors may not resubmit or supplement their proposal to account for any information that is redacted or withdrawn from their proposal. Offerors who fail to respond within the time period may have their proposal determined to be non-responsive and will not be evaluated.

In the event the Procurement Officer makes a determination that information submitted appears to be proprietary or a trade secret the Authority will put the documents in a sealed envelope marked "confidential" with the contract file after evaluation and prior to issuing the Notice of Intent to Award.

7.1.3 Evaluation Committee Review

All responsive proposals received will be reviewed and evaluated by a committee made up of qualified Authority representatives or staff. Other representatives may be added as appropriate, provided the Evaluation Committee is made up of at least the designated Procurement Officer and two AIDEA employees in accordance with 2 AAC 12.260. Each member shall exercise independent judgment and no member's vote or score will be weighted more than any other.

Should the evaluation committee in their review of proposals discover material defects in a proposal they may request the Procurement officer evaluate the defects and reconsider if the proposal should be

deemed non-responsive.

7.2 Evaluation Criteria

The following criteria and weights will be used to score and rank each responsive proposal.

7.2.1 10% Understanding Services and Management Plan

At a minimum this section may be evaluated against the following questions:

Does the Contractor's proposal demonstrate an understanding of AIDEA's financing policies, goals, objectives, routine tasks, and possible special projects as outlined in the scope of work for this RFP? Are the expectations the Contractor has for AIDEA or its contractor's reasonable? Are there any possible conflicts or appearances of conflict in completing this work based on other clients or work the contractor may have during this period? What commitment is the contractor willing and able to make to ensure AIDEA's work receives priority?

7.2.2 10% Methodology

At a minimum this section may be evaluated against the following questions:

Did the contractor adequately address their capacity to complete various tasks defined in Section 5 or how they would acquire the resources or expertise needed for a specific task? Does the contractor provide a clear indication of who the primary point(s) of contact will be for the Contractor? Does the Contractor provide for adequate support and flexibility in terms of personnel and time? Has the contractor described how they would approach a right-sized solution to completing a NTP? Is anything left out of this response or is there anything extra that is not required?

7.2.3 20% Firm Qualifications, Experience

At a minimum qualifications and experience may be evaluated against the following questions:

Does the firm or team demonstrate adequate experience in doing similar work as defined in Section 5? What level of experience with organizations similar to AIDEA is documented? Is all expertise in-house, through partnerships, or will outsourcing be needed? If outsourced, has this been done before and are there preferred vendors with whom the company worked with in the past?

Are there appropriately qualified individuals and subcontractors in key positions? Does the firm/team demonstrate sufficient depth of personnel to cover situations with short deadlines? What is the firm/team's record for responsiveness to client's needs and investment track record? How does each firm's experience and qualifications compare with that of other Offeror's?

Are the personnel who are proposed to work on this job the same persons who worked on similar jobs for your company, and how many projects and jobs are these same people working on at the same time?

7.2.4 40% Project Manager & Key Personnel Experience and Qualifications

At a minimum qualifications and experience may be evaluated against the following questions:

Is the statement of qualifications and resumes complete? Do the examples of previous projects document the quality and level of expertise and experience needed to provide the required services? How broad is their experience based on the scope of RFP tasks and other proposals received? Do the individuals have any unique experience or qualifications that would be especially beneficial to AIDEA? Are the examples from previous projects complete and relevant? Are the individual references positive; if not, are there adequate explanations or extenuating circumstances that should be considered?

7.2.5 20% Price and Fee Schedule

$$\frac{(\text{Lowest blended rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

*MPP = Maximum Possible Points = (20)

Cost proposals from Alaska vendors will be reduced by 5% for the above calculation. Ref 2 AAC 12.260.

Cost shall be evaluated in accordance with 6.6 Cost and Pricing Schedule; Offerors who fail to follow the direction may be considered nonresponsive.

7.3 Contractor Selection

Upon completion of the evaluations, the Procurement Officer will review the evaluation process to assure procedures were followed in accordance with this RFP and existing State of Alaska statutes and regulations. This process may include reviewing score sheets, proposals, discussions or any other materials presented to the Evaluation Committee. The Procurement Officer may recommend proposals be reevaluated prior to beginning negotiations if there is reason to believe an error was committed during the evaluation process.

The final decision of the Evaluation Committee will be documented in writing and made a part of the contract file. The Evaluation Committee will rank the proposals based on their evaluation scores and recommend to the Procurement Officer the contractor for negotiations whose proposal best meets the requirements of the project based on the criteria outlined in this RFP.

The apparent successful contractor will be required to provide the following information during contract negotiations before award of the final contract.

- Certificate of Insurance
- Proof of any Subcontractor's Alaska Business Licenses
- Any other information that may be needed for clarification of the Offeror's proposal.

SECTION EIGHT
Attachment – Sample Contract and NTP